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8 UNITED STATES DISTRICT COURT
9 NORTHERN DISTRICT OF CALIFORNIA
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11 PRIMERICA LIFE INSURANCE
12 COMPANY,

13 Plaintiff-in-Interpleader,

14 vs.

15 JUSTIN JARIN, an individual,
16 CONSTANCE JARIN, an individual,
B.F., a minor, and DOES 1 through 10,
inclusive,

17 Defendants-in-Interpleader.
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CASE NO.: 11-cv-00428-CRB

~~PROPOSED~~ ORDER GRANTING
STIPULATION OF THE PARTIES
FOR:

1. DISCHARGE AND DISMISSAL
OF PRIMERICA WITH
PREJUDICE;
2. DISTRIBUTION OF
INTERPLEADED FUNDS;
3. AWARD OF REASONABLE
ATTORNEYS FEES AND COSTS
TO PRIMERICA IN THE
AMOUNT OF \$13,250.00; AND
4. PERMANENT INJUNCTION

[Filed Concurrently with Stipulation of
the Parties]

Complaint filed: January 28, 2011
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1 Having considered the Stipulation of Plaintiff-in-Interpleader Primerica Life
2 Insurance Company, formerly known as Massachusetts Indemnity and Life Insurance
3 Company ("Primerica") and Defendants-in-Interpleader (1) Justin Jarin, (2)
4 Constance Jarin and (3) B.F., a minor, by her Guardian ad Litem Maria Franco
5 (sometimes collectively "Defendants-in-Interpleader"), the Court **ORDERS** as
6 follows:

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8 1. That Primerica and its agents, attorneys and assigns are discharged of all
9 liability with respect to life insurance policy number 0422050787 issued by Primerica
10 to Lor Jarin (the "Deceased"), out of which the above-referenced interpleader action
11 arises;

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13 2. That Primerica and its agents, attorneys and assigns are dismissed from
14 this action with prejudice as to all claims relating to the Policy proceeds and the
15 Policy issued to the Deceased;

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17 3. That Defendants-in-Interpleader and each of them, their agents,
18 attorneys and assigns, are enjoined perpetually, restraining each of them, their agents,
19 attorneys and assigns, from instituting any suit at law or equity, or action of any kind
20 whatsoever against Primerica and its agents, attorneys and assigns, with respect to the
21 Policy and/or the proceeds of the Policy;

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23 4. That Primerica will be awarded its reasonable attorneys' fees and costs
24 in the amount of \$13,250.00, which Primerica was forced to incur in bringing this
25 interpleader action, and which amount will be paid from the Policy proceeds
26 currently on deposit with this Court;

1 5. That on June 7, 2011 this Court entered an Order appointing non-party
2 Maria Franco as the Guardian ad Litem of Defendant-in-Interpleader B.F., a minor, in
3 connection with this interpleader action; [*See* Doc. 48]
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5 6. That pursuant to the Settlement Agreement reached between
6 Defendants-in-Interpleader Justin Jarin, Constance Jarin and B.F., a minor, through
7 her Guardian ad Litem Maria Franco, the Policy proceeds currently on deposit with
8 the Court in the amount of \$157,335.62 minus Primerica's fees and costs in the
9 amount of \$13,250.00, will be distributed among Defendants-in-Interpleader Justin
10 Jarin and Constance Jarin as follows:
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- 12 • Defendant-in-Interpleader Justin Jarin will receive **\$86,451.37**, which is
13 60% of the remaining Policy proceeds on deposit with this Court after
14 payment to Primerica of \$13,250.00 ($\$157,335.62$ minus $\$13,250.00 =$
15 $\$144,085.62$ and 60% of $\$144,085.62 =$ **\$86,451.37**); and
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- 17 • Defendant-in-Interpleader Constance Jarin will receive **\$57,634.25**,
18 which is 40% of the remaining Policy proceeds on deposit with this
19 Court after payment to Primerica of \$13,250.00 ($\$157,335.62$ minus
20 $\$13,250 =$ $\$144,085.62$ and 40% of $\$144,085.62 =$ **\$57,634.25**); and
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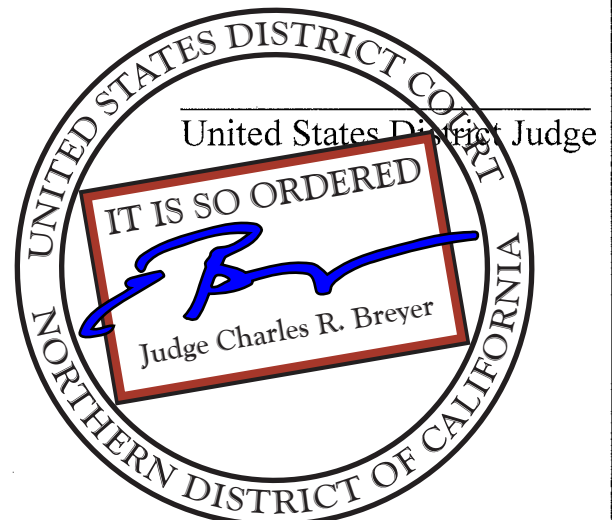
22 7. That per the terms of the above-referenced Settlement Agreement,
23 Defendant-in-Interpleader B.F., through her Guardian ad Litem Maria Franco, waives
24 and disclaims any and all right, title, claim or interest in the Policy at issue in this
25 interpleader action and in the Policy proceeds currently on deposit with this Court;
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8. That the payment from the Policy proceeds will be made payable and sent as follows:

- Primerica Life Insurance Company. A check in the amount of \$13,250.00 will be made payable to “Primerica Life Insurance Company” and sent c/o Karen Denvir, Esq., Barger & Wolen, LLP, 633 West Fifth Street, 47th Floor, Los Angeles, California 90071;
- Justin Jarin: A check in the amount of \$86,451.37 will be made payable to “Vaughn & Associates, Client Trust Account” and sent c/o Kimberly Vaughn, Esq., Vaughn & Associates, 2121 Central Ave., Alameda, California 94501;
- Constance Jarin: A check in the amount of \$57,634.25 will be made payable to “The Law Offices of Thomas Byrne, Trust Account” and sent c/o Thomas Byrne, Esq., Law Offices of Thomas F. Byrne, 3510 Unocal Place, Suite 200, Santa Rosa, California 95403; and

IT IS SO ORDERED.

Dated: July 5, 2011



Respectfully submitted by:

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